



STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

RFP Number:
0810021-GU

RFP Title: Advertising Campaign Strategy for the Statewide Newborn Hearing Screening, Assessment and Intervention Program

RFP Response Due Date and Time:
December 21, 2007
2:00 p.m., Local Time

Number of Pages: 25

ISSUING AGENCY INFORMATION

Procurement Officer:
Gwen Ungerman

Issue Date:
11/30/07

DPHHS
PURCHASING OFFICE
111 N SANDERS
ROOM 8
Helena, MT 59620

Phone: (406) 444-0546
Fax: (406) 444-7538
TTY Users, Dial 711

Website: <http://vendor.mt.gov/>

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:
DPHHS
PURCHASING OFFICE
111 N SANDERS
ROOM 8
Helena, MT 59620

Mark Face of Envelope/Package:

RFP Number: 0810021-GU
RFP Response Due Date: December 21, 2007
Special Instructions:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

Authorized Offeror Signatory:

(Please print name and sign in ink)

Offeror Phone Number:

Offeror FAX Number:

Offeror E-mail Address:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume the State or evaluation committee will know what your company capabilities are or what services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

The following items MUST be included in the response to be considered responsive. Failure to include any of these items may result in a nonresponsive determination.

Signed Cover Sheet

Signed Addenda (if appropriate)

Point-by-Point response to all sections and subsections (per Section 1.6.1)

Complete answers to all requirements of Sections 3, 4, and 5

Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form if claiming information to be confidential or proprietary (per Section 2.2.1)

References (per Section 4.1.2)

Resumes for Key Personnel (per Section 3.1.5)

Services and Hourly Rates (per Section 5.1.1)

SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue DateNovember 30, 2007

Deadline for Receipt of Written QuestionsDecember 7, 2007

Deadline for Posting Written Responses
to the State's WebsiteDecember 12, 2007

RFP Response Due DateDecember 21, 2007

Intended Date for Contract Award Week of December 24, 2007

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Department of Public Health and Human Services, Family and Community Health Bureau (hereinafter referred to as “the State”), is seeking a contractor to develop an **Advertising Campaign Strategy for the Statewide Newborn Hearing Screening Assessment and Intervention Program**. The State desires an innovative full-service agency/firm that can demonstrate the best plan to manage creative and cost-effective media development, production, and placement.

NEED FOR SERVICE:

Montana has adopted the **1-3-6** standard for the “Universal Newborn Hearing Screening, Assessment and Intervention” program for statewide newborn hearing screening, hearing assessment, and intervention services. This national standard establishes the target ages by which each baby born in Montana should receive population-based screening, needed follow up assessment, and appropriate intervention.

- 1** = Hearing screening completed before 1 month of age, and ideally, prior to hospital discharge
- 3** = Audio logic assessment completed prior to three months of age for all babies who do not achieve a “Pass” status in both ears on their screenings
- 6** = Appropriate intervention (e.g., communication therapy, hearing aid, cochlear implant, etc) prior to six months of age

In calendar year 2006, only 90% of Montana’s newborns were screened by one month of age. This means 10% of our newborns (about 1,250 babies) are missing this critical standard of service. In the same year, we have no screening records at all for 7% of Montana’s newborns (about 875 babies). In 2006, home births unattended by a professional accounted for 1% of Montana’s births. Of these 151 babies, only 10 received newborn hearing screening.

According to the records at the Montana Department of Public Health and Human Services, the average age for babies not passing their hearing screenings to receive a formal audiologic assessment in 2006 was just under 11 months of age – much later than the statewide program standard of three months and well beyond the target date for receipt of intervention services.

Intervention services for babies who are identified as being deaf or hard of hearing are tracked by the Montana School for the Deaf and Blind (MSDB) through their second year. On the baby’s third birthday, MSDB (and IDEA Part C when present) facilitates transition to IDEA Part B services through the local public school. Children determined IDEA eligible by the public school will receive free, appropriate public education (FAPE).

Statewide cooperation from all birthing facilities, audiologists who assess infants, and primary care providers is essential to ensure that each baby receives the “**1-3-6**” standard of services. Of equal importance is general public awareness of the importance of early screening, assessment and intervention. Parents, grandparents and other relatives need to advocate for timely screening, followup assessment and intervention for the babies in their families.

A statewide advertising campaign is needed to promote the “**1-3-6**” standard in conjunction with the existing work of the programs in DPHHS and MSDB.

The UNHSI program already has color brochures that are supplied to hospitals, birthing centers, and participating midwives as well as to OB/GYN offices to educate pregnant women about the importance of newborn hearing screening and repeat screening when indicated. The advertising campaign must use the information in those brochures to ensure consistency of message across the state.

A more complete description of the services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of 3 months beginning January 7, 2008 or upon contract execution, and ending March 31, 2008.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Gwen Ungerman**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Gwen Ungerman
Address: Department of Public Health
& Human Services
Room 8, 111 North Sanders
Helena MT 59620
Telephone Number: 406-444-0546
Fax Number: 406-444-7358
E-mail Address: gungerman@mt.gov

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **December 7, 2007**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 State's Response. The State will provide an official written response by **December 12, 2007** to all questions received by **December 7, 2007**. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at <http://gsd.mt.gov/osbs> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.4 GENERAL REQUIREMENTS

1.4.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in a formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.4.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.4.3 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.4.4 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.4.5 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.4.6 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn, or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.5 SUBMITTING A PROPOSAL

1.5.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. *A point-by-point response to all numbered sections, subsections, and appendices is required. Pages must be numbered sequentially.* If no explanation or

clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response, or utilize a blanket response for the entire section, with the following statement:

"(Offeror's Name)" understands and will comply.

Proposals should be prepared simply and economically, providing a clear and concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Each of the three required copies of the proposal should be 3-ring bound in a single volume. Two original copies of the Media/Marketing Campaign Samples must be submitted on presentation board, up to 16" x 20" in size. Three color copy sets of the samples (up to 11" x 17" folded to fit in the binder) must also be submitted. Binders and Marketing Samples should be packaged in nothing more elaborate than mailing envelopes or cardboard boxes for shipment or delivery to the DPHHS Purchasing Office.

An offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. The Evaluation Committee is not required to search through literature or another section of the proposal to find a response.

1.5.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.5.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.5.4 Copies Required and Deadline for Receipt of Proposals. Offerors must submit three **original proposals (so marked)** to the DPHHS Purchasing Office. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP. ***Proposals must be received by the DPHHS Purchasing Office prior to 2:00 PM, local time, December 21, 2007. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.***

1.5.5 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.6 COST OF PREPARING A PROPOSAL

1.6.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.6.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See section 18-4-304, MCA. The State will make a copier available for interested parties to use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://gsd.mt.gov/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Achieve Passing Score. Any proposal that fails to achieve **75% of the combined total available points for Sections 4 and 5** will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.

2.3.7 Best and Final Offer. The Best and Final Offer is an option available to the State under the RFP process, which permits the State to request a best and final offer from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. The State reserves the right to request a best and final offer for this RFP, if any, based on price/cost alone.

2.3.8 Evaluation Committee Recommendation for Contract Award. The evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluation committee's recommendation of the responsive and responsible offeror that achieves the highest score and is, therefore, the most advantageous to the State.

2.3.9 Request for Documents Notice. Upon concurrence with the evaluation committee's recommendation, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and/or best and final offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place.** The procurement officer will notify all other offerors of the State's selection.

2.3.10 Contract Execution. Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract utilizing the contract the Standard Terms and Conditions attached as Appendix A, as well as the highest scoring offeror's response to the RFP, will be provided to the highest scoring offeror for signature. If the highest scoring offeror does not accept all material requirements, the State may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (section 18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- Not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (section 18-4-313, MCA).

SECTION 3: SCOPE OF PROJECT

3.0 PROJECT DESCRIPTION

3.0.1 ADVERTISING CAMPAIGN STRATEGY FOR THE STATEWIDE NEWBORN HEARING SCREENING, ASSESSMENT AND INTERVENTION

The successful advertising vendor will provide the DPHHS Newborn Hearing Screening and Assessment program with a final, written public education campaign that will include:

1. A projected cost to conduct a statewide "1-3-6" advertising campaign during the first three months of calendar year 2008 that will address:
 - a. the critical need to complete newborn screening prior to one month of age, and preferably, prior to hospital discharge following birth;
 - b. the importance of completing all needed audio logic assessments by no later than three months of age, and;
 - c. the importance of appropriate medical, educational, communication and family support intervention by no later than six months of age.
2. The campaign will include components directed to:
 - a. primary care providers and their support staff (obstetricians, pediatricians, family medicine doctors, midwives, nurse practitioners);
 - b. audiologists who assess infants; and
 - c. pregnant women, parents, and grandparents.
3. The content of the campaign components will emphasize:
 - a. how quick and non-intrusive the actual newborn screening is for the baby;
 - b. the impact on the baby of hearing in the development of communication, social skills, and educational achievement;
 - c. the importance of cooperation between the birthing facilities, the primary care physician, the audiologist and the parents to obtain timely screening and needed followup assessment, and
 - d. the intervention system that is poised to help once the diagnosis that the baby is deaf or hard of hearing is made.
4. The campaign must address how print and television media can most effectively be used to direct the campaign to the targeted groups.

With some exceptions, printing services for written materials and publications must go through the State Print and Mail Services Bureau. The Print and Mail Services Bureau "...has exclusive power...to contract for all printing for any purpose used by the state in any state office (elective or appointive), agency, or institution." pursuant to section 18-7-101, MCA; however, the selected offeror will be

responsible for communicating printing needs with the Print and Mail Services Bureau. Describe how, upon consultation with the State Print and Mail Services Bureau, your firm will:

- A. Determine the best method of providing originals for print, e.g., hard copy, electronic, etc.;
- B. Determine time requirements/constraints, productions schedules, and delivery requirements;
- C. Prepare designs and files for printing; and
- D. Approve proofs.

3.0.2 The Statewide Media Campaign Component in Newborn Hearing Screening.

A statewide media campaign is known to be an integral and effective component for achieving success. A professionally developed advertising campaign has the potential to significantly increase newborn hearing screening. Success can be ensured when the campaign includes the following elements, among others:

- Is well thought out and planned, while allowing for flexibility to be responsive to unanticipated situations;
- Is integrated, comprehensive, and market research-based;
- Keeps all strategies consistent with a common message, theme;
- Ensures coordination of the campaign with grassroots promotions, local media advocacy, and other community activities to create a recognizable presence at all levels and to complement the efforts of both paid and earned media.

Montana's many isolated rural and frontier communities within the State's large geographical area pose additional challenges to designing and implementing a media campaign. These challenges require creative and innovative approaches and solutions.

3.0.3 Montana-Specific Media Services Sought. DPHHS Family & Community Health Bureau (FCHB) seeks an experienced and qualified professional firm or agency to provide media services that reach the Montana public. The successful offeror will be the most innovative agency/firm that can demonstrate the best plan to develop, coordinate, and manage a creative, dynamic, cost-conscious campaign. The campaign will utilize paid media outlets. It will not include the development, promotion, or management of earned media products (for example editorials, letters, media releases, and news conferences, etc.)

3.0.4 Responsibilities of FCHB. The Family & Community Health Bureau (FCHB) will assign a staff person to be the primary liaison with the Contractor. The (FCHB) liaison will work closely with the Contractor to monitor the completion of the services required under this RFP. The (FCHB) staff will be available to provide technical assistance, review, and approval of proposed media strategies and materials, and assistance with monitoring implementation. The (FCHB) shall have the final approval of any subcontractors whose services may be retained. FCHB shall have the final approval for all materials created by the Contractor.

3.1 PROPOSAL REQUIREMENTS

3.1.1 Demonstrate Full Capacity to Provide Comprehensive Print and Media Services.

With some exceptions, printing services for written materials and publications must go through the State Print and Mail Services Bureau. The Print and Mail Services Bureau "...has exclusive power...to contract for all printing for any purpose used by the state in any state office (elective or appointive), agency, or institution." pursuant to section 18-7-101, MCA; however, the selected offeror will be responsible for communicating printing needs with the Print and Mail Services Bureau.

3.1.1.1. The offeror must demonstrate that they have the full capacity to provide, at a minimum, the following media services to support the work described in this RFP:

- A. Research

- B. Creative Development and Production
- C. Tactical Strategy and Implementation
- D. Media Buying and Placement

3.1.2.1 Personnel Availability. FCHB intends to have a close working relationship with the selected offeror. While it is not a prerequisite that the offeror have an office in Helena, the offeror must ensure that the Account Executive/Manager and other key personnel will be available for meetings in Helena as needed at their own expense, and available at all times via telephone and e-mail.

3.1.2.4 Review and Approval. All campaign materials must be reviewed and approved by FCHB and other State reviewers prior to production and placement, and budget estimates are required for all proposed campaign projects. The offeror must describe a streamlined approach that provides opportunities that ensure that FCHB has ample time to review, provide input, and approve the proposed campaign strategies, materials, and budgets prior to production.

3.1.2.5 Planning and Research. The selected offeror will assist in planning and research and will make recommendations as to the most effective method by which to obtain the objectives desired by FCHB. The offeror must ensure their understanding that adoption of any proposed method, plan, or suggestion will be left to the exclusive judgment of FCHB.

3.1.3 Describe Firm's Experience and Capabilities and Client History. The offeror must provide a complete description of their firm's relevant work experience and capabilities related to the services requested in this RFP. At a minimum, the offeror must provide the following information:

3.1.3.1 Firm's Experience and Capabilities.

- A. Why your firm is the most qualified to handle the work solicited under this RFP.
- B. How your firm can help FCHB meet its goals as described in Section 3.0.
- C. A short history of your firm, its historical development, mission, and philosophy,
- D. An organizational chart.
- E. Your firm's experience providing Print, media services for non-profit organizations and/or state or local government agencies, including added-value promotions and free bonus spots with TV stations.
- F. Your firm's experience with media campaigns focused on primary care providers and their support staff (obstetricians, pediatricians, family medicine doctors, midwives, nurse practitioners, audiologists); pregnant women, parents, and grandparents
- G. Your firm's experience, credentials, and capability in the areas of market research, media buying, and media placement, in Montana, specifically in prevention or other public health issues.
- H. Your firm's in-house production capabilities.
- I. The procedures your firm uses to confirm, track, analyze, evaluate, and adjust media placement.
- J. The experience and methodologies your firm draws on to evaluate the effectiveness of media campaigns.
- K. Your firm's capacity to negotiate and monitor subcontracts and ensure high performance.
- L. How your firm selects subcontractors and media vendors (i.e., specific TV and radio stations, newspapers, other outlets) and how they are monitored for accuracy and compliance.
- M. Industry or media awards or honors your firm received in the last three years that were connected to work in statewide awareness efforts about tobacco prevention or other similar health or safety topic. Include what prompted the awards, and the credentials of the organization bestowing them.

3.1.3.2 Firm's Client History.

- A. A complete list of your firm's accounts since January 1, 2004, including full name of the account, the nature of product or service provided, and the number of years served by your firm. Include the name of the person within the firm who acted as the primary/lead person assigned to each listed account. Highlight those that dealt with public health, social norms, or policy change campaigns.
- B. Your firm's total media dollars placed during the 12 months ending December 31, 2006, for spot TV. Note for each medium whether media placement was performed in-house or through a media-buying service. Provide the percent of total gross billings that went for media placement during that year. Indicate all Montana placements.
- C. A description of any accounts or contracts cancelled or not renewed in the last three years and reasons why.

3.1.4 Provide Qualified Staff and Ensure Performance. The offeror will use their expertise to create highly visible campaign materials for use in print, television, and interactive/multimedia outlets, among others. The offeror must demonstrate that their firm has knowledgeable and qualified staff with the skills and experience to complete these projects. The offeror must clearly describe their firm's plan for staffing and assuring quality performance of their work under this RFP, including the following:

3.1.4.1. The name/title of the person who will have final authority (signatory approval) over the FCHB account.

3.1.4.2. The name and contact information for the proposed Account Executive/Manager who will have primary responsibility for the FCHB account. Include brief descriptions of any experience such staff person may have had in handling an account for a state government entity, any prevention-related experience.

3.1.4.3. The name and credentials of the staff persons assigned as the executive producer or equivalent position, and the name and credentials of the staff person responsible for making the media buys.

3.1.4.4. A complete description of all the employees who will be members of the FCHB Account Team. Include whether they are in Montana or out-of-state, their percent time and specific assignments allocated for this project, and the specific skills and experiences that qualify them for the assignments. Also include job assignments and descriptions for principle subcontractors, if any.

3.1.4.5. The person responsible for supervising assigned staff/subcontractors, and how they will accomplish it.

3.1.4.6. Agreement by the selected offeror to notify FCHB in writing of any key staff changes within two weeks of the change; agreement that FCHB must approve any changes to key staff assignments (such as account executive, executive producer, media buyer); and agreement upon FCHB's justifiable request to change key staff assignments. Failure to notify FCHB of staffing changes could result in the contract being terminated and possible suspension from bidding on other State projects.

3.1.5 Resumes. For all key personnel, including subcontractors, involved with any aspects of the media services proposed to be conducted under this RFP, the offeror must provide a resume that summarizes the individual's qualifications including previous and current work experience with dates indicated, education with dates indicated, skills, etc. In providing this information, the offeror shall also demonstrate the level of knowledge, understanding, and experience of key personnel regarding the following:

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an offeror to perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE, “(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY,” IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

4.1.1 Minimum Offeror Qualifications. The offeror must meet all of the following minimum qualifications to be eligible to contract under this RFP:

4.1.1.1. The offeror can demonstrate that their firm/company has at least three years of experience working in advertising, marketing, or social marketing to change the public's knowledge, attitudes, and beliefs;

4.1.2 References. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification. The offeror shall provide:

4.1.2.1. A minimum of three references from their clients that are currently using or have used the services of the type proposed in this RFP. The references are preferably for services provided within the last three years.

4.1.2.2. The client's company or agency name, the location where the services were provided, a client contact person(s), telephone number, e-mail address, and a complete description of the service type, and dates the services were provided.

4.1.2.2. The client's company or agency name, the location where the services were provided, a client contact person(s), telephone number, e-mail address, and a complete description of the service type, and dates the services were provided.

4.1.3 Method of Providing Services. The offeror shall provide a response to each numbered paragraph within Section 3.1 (Proposal Requirements) that convincingly demonstrates to the State what the offeror intends to do and how the work will be accomplished to meet the stated requirements.

SECTION 5: COST PROPOSAL

5.0 AVAILABLE FUNDING

FCHB monies must be spent in the most advantageous way to ensure the messages reach the targeted audiences in the most efficient and cost-effective manner possible.

5.1 BILLABLE HOUR/SERVICE

5.1.1 Services and Hourly Rates. Use the following table to list all services for which you charge and the amount per billable hour you would charge for the 3-month contract term. Include all services listed on the table below and any others that are relevant to the proposal that the State would be expected to pay.

Service Provided	\$ Amount per Hour
Account Management	
Copywriting/Editing/Proofreading	
Creative Concepting	
Design/Layout	
Mechanical Art Direction	
Print Supervision/Quality Control	
Broadcast Direction/Supervision	
Media Research/Buying	
• Commissionable media	
• Non-commissionable media	
Others including costs associated with subcontracted work (please list as appropriate)	

5.2 PROPOSED PAYMENT SCHEDULE

5.2.1 Initial Contract Payment. The compensation for the contract awarded at the successful conclusion of the RFP process will be a total of \$50,000, payable in two installments: \$30,000 at the acceptance of the advertising products by the contracting agency; and \$20,000 at the completion of the campaign by March 31, 2008.

SECTION 6: EVALUATION PROCESS

6.0 WRITTEN PROPOSAL EVALUATION CRITERIA

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of 100 points.

- The **Minimum Offeror Qualifications** (Section 4.1.1) and **References** (Section 4.1.2) portions of the offer will be evaluated on a pass/fail basis, with any offeror receiving a “fail” eliminated from further consideration.
- The **Method of Providing Services** (Section 4.1.3) portions of the offer will be evaluated based on the Scoring Guide set forth below and in Section 6.1 Written Proposal Evaluation Criteria.

The **Resumes/Company Profile and Experience, Method of Providing Services, and Budget Sheets** portions of the offer will be evaluated based on the following Scoring Guide.

Any response that fails to achieve a passing score per the requirements of Section 2.3.5 will be eliminated from further consideration. A "fail" for any individual evaluation criterion may result in proposal disqualification at the discretion of the procurement officer.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (90-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (75-89%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

Score	100 Point Scale
Superior	90 – 100
Good	75 – 89
Fair	60– 74
Failed	0 – 59

6.1 EVALUATION PROCESS

OFFEROR: _____

TOTAL POINTS: _____

Offer is: **Responsive** ☐ **Nonresponsive** ☐

Comments_____

Criteria	RFP Section	Possible Points	Assigned Points	Comments
Resumes/Company Profile and Experience: Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the supply/service type and dates the services were provided. A resume or summary of qualifications, evidence of licensure, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.			<u>25% of points for a possible 25 points</u>	
A. Years of Experience	4.1.1	5		
B. Past Projects	4.1.1	10		

Criteria	RFP Section	Possible Points	Assigned Points	Comments
Resumes/Company Profile and Experience (cont.)				
C. Staff Qualifications	4.1.1	10		

Criteria	RFP Section	Possible Points	Assigned Points	Comments
Method of Providing Services: Offeror shall provide a work plan and the methods to be used that will convincingly demonstrate to the State what the offeror intends to do; the timeframes necessary to accomplish the work; and how the work will be accomplished to meet the contract requirements as more specifically detailed in Section 3.				<u>55% of points for a possible 55 points</u>
A. Advertising products	4.1.2	30		

Criteria	RFP Section	Possible Points	Assigned Points	Comments
B. Campaign plan	4.1.2	25		

Criteria	RFP Section	Possible Points	Assigned Points	Comments
Budget Sheets: Appendix D – Budget Summary Sheet and Justification Guidelines provide the format that offerors must use when submitting a proposed budget for this RFP response.			<u>20% of points for a possible 20 points</u>	
A. Budget Summary Sheet	4.1.3	5		
B. Budget Justification Narrative	4.1.3	15		

The compensation for the contract awarded at the successful conclusion of the RFP process will be a total of \$50,000, payable in two installments: \$30,000 at the acceptance of the advertising products by the contracting agency: and \$20,000 at the completion of the campaign by March 31, 2008.

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUB-CONTRACTING: The contractor shall not assign, transfer or sub-contract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or sub-contracting by the contractor subjects sub-contractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids,

alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, sub-contractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 11/06

ATTACHMENT A

DEPARTMENT CERTIFICATION FORM

CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES CONTRACTORS (DECEMBER 2006)

The Contractor, _____, for the purpose of contracting with the Montana Department of Public Health & Human Services, certifies to the Department its compliance, as may be applicable to it, with the following:

- A. That the Contractor does not act in collusion with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.
- B. That the Contractor is an independent contractor; that it maintains necessary and appropriate workers compensation and unemployment insurance coverage; that it is solely responsible for and must meet all labor and tax law requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- C. That the Contractor, any employee of the Contractor, or any significant subcontractor in the performance of the duties and responsibilities of the proposed contract, are not currently suspended, debarred, or otherwise prohibited from entering into a federally funded contract or participating in the performance of a federally funded contract.
- D. That the Contractor is in compliance with all of the privacy, security, electronic transmission, coding and other requirements of the Health Insurance Portability And Accountability Act of 1996 and its implementing rules as may be applicable to the Contractor.
- E. That the Contractor, if receiving federal monies, does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying federal and state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- F. That the Contractor, if receiving federal monies, maintains drug free environments at its work sites, providing required notices, undertaking affirmative reporting, et al., as required by federal legal authorities.
- G. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- H. That the Contractor, if receiving federal monies, is not delinquent in the repayment of any debt owed to a federal entity.
- I. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- J. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.

- K. That the Contractor, if receiving \$100,000 or more in federal monies, complies with all applicable standards and policies relating to energy efficiency which are contained in the state energy plan issued in compliance with the federal Energy Policy and Conservation Act.

The Contractor is obligated during the duration of the contractual relationship to abide by those requirements pertinent to it in accordance with the governing legal authorities.

Not all of these assurances may be pertinent to the Contractor's circumstances. This certification form, however, is standardized for general use and signing it is intended to encompass only provisions applicable to the circumstances of the Contractor in relation to the federal and state monies that are being received.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 07-97) form, known as "**ASSURANCES - NON-CONSTRUCTION PROGRAMS**", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, that the Contractor may have to provide by certification.

This form, along with OMB Standard Form 424B, are to be provided with original signature to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent purchase and contract files.

Further explanation of several of the requirements certified through this form may be found in the Department's standard Request For Proposal (RFP) format document, standard contracting requirements document, and set of standard contract provisions. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for Office for Management of the Budget (OMB) and the General Services Administration (GSA).

INSERT NAME OF CONTRACTOR

By: _____ Date _____

_____ as _____
Typed/Printed Name Title

Address

Phone Number

Federal I.D. Number